

Newmom.me Newborn Care Specialist contract template

What is a Newborn Care Specialist (NCS):

Newborn Care Specialist (NCS) possesses the necessary skills and training to enable NCS to perform the services for which the NCS has been contracted for. NCS will support Client's decisions within the NCS's scope of practice.

Disclaimer:

Care provided by NCS does NOT include medical care for Clients and/or Infant(s), physical therapy, nail trimming, sibling care, lawn care, pet care, cleaning up after adult messes or adult laundry, ironing or any form of housekeeping beyond cleaning up messes made by NCS during the course of her duties.

Clients understand that NCS is not doctor, nurse or midwife, and do not practice medicine, nor diagnose and treat medical conditions for the Clients or Infant(s), as this is outside NCS's scope of practice

Services offered by Newborn Care Specialist(NCS):

As a Newborn Care Specialist (NCS),care provided by me includes but is not limited to,

- Assessing family needs and goals
- Parent education and coaching
- All non-medical care pertaining to Infant(s)
- Diaper changes
- Assistance with breast feeding
- Bottle feeding and sterilization
- Supply stocking
- Establishing feeding and Sleep routine
- Infant's laundry and daily logs.
- Umbilical Care
- Burping Techniques
- Soothing Techniques
- Swaddling

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- Sibling Interaction
- Referrals to local resources such as but not limited to parenting classes, pediatricians, lactation support and other parenting support groups

Limitation of Services:

Services of NCS focus on assisting with breastfeeding and breastfeeding education. NCS is not a housekeeper, nor a medical practitioner and will not perform any clinical procedures, outside of weighing the baby.

Clients responsibility:

Clients agree to provide a safe and clean working environment within their home (e.g. tidied common areas, working heat/AC, working toilets, working appliances, working WI-FI).

Clients agree to communicate any issues or concerns with NCS or care she provides as soon as they occur either in person, by text or by email. NCS agrees to do the same.

Clients may be requested to provide a professional letter of reference for NCS upon completion of the Agreement term provided they were satisfied with her services.

Honest communication about any relevant medical or emotional health conditions.

Use of Client's Property/Home:

NCS shall show respect for the building and furnishings that always constitutes the clients household and treat them with care and courtesy.

NCS shall not have any guests in the Clients home at any time.

NCS shall not allow any unknown visitor into the Client's home without notifying the client immediately.

Confidentiality:

NCS agrees to keep confidential, during and after employment, all information she learns within the normal course of her position regarding Client's family and household(except as required by law) unless NCS receives written and signed consent from all the Clients listed on agreement. This includes but is not limited to information regarding health, finances, employment, personal relationships, and extended family. An exception would be that the NCS may disclose

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information during an employment reference that is essential to providing an honest, fair evaluation of the Clients. A failure to abide by this confidentiality agreement may result in immediate termination without notice or severance.

NCS will respect the privacy of each adult member of the household and will not enter their personal areas without prior permission, view their personal documents or listen or record their personal conversations.

Clients agree to keep confidential, during and after employment, all information regarding NCS (except as required by law) unless Clients receive written and signed consent from NCS. This includes but is not limited to information regarding health, finances, employment, personal relationships, and extended family. An exception would be that the clients may disclose information during an employment reference that is essential to providing an honest, fair evaluation of the NCS. A failure to abide by this confidentiality agreement may result in immediate Termination with Cause by NCS. Liquidated damages shall be charged in the reasonable amount of the Non Refundable Retainer.

Video and Audio Surveillance:

NCS agrees to the use of nanny cameras or other surveillance devices in the home provided the general locations of such devices are disclosed in advance of use and provided there are no cameras in areas of the home with a reasonable expectation of privacy, including but not limited to: household bathrooms, private bedroom, private closet.

NCS will consider the use of such undisclosed nanny cams, hidden cameras, or other surveillance devices a breach of Agreement and may choose to leave the position immediately. Liquidated damages shall be charged in the reasonable amount of the Non Refundable Retainer.

Fees and refunds:

- Scheduled shift
 - NCS Services will be provided at \$XX per hour for each Scheduled Shift.
 - Scheduled shift: x am/pm till y am/pm. In case of a night shift, NCS will/will not stay awake with the baby
 - Service dates:
 - Number of hours/day:xx

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- Billing
 - NCS will bill Clients weekly on Friday following services provided. Payments may be completed by direct deposit.
 - Payments must be completed immediately upon receipt of invoice or incur a late fee of ____%. Payments more than 48 hours late will be considered a breach of Agreement (See Termination of Agreement).
 - Clients are responsible for all bank fees related to receipt of invoice payment.
 - Clients are responsible for any and all parking fees incurred at each shift. Parking fees will be billed weekly.
 - Anticipated Agreement Value: \$_____

Non-Refundable Retainer:

Clients shall pay, upon execution of this Agreement, a Nonrefundable Retainer in the amount of x% of Anticipated Agreement Value. The retainer shall be applied to payments due to Postpartum NCS at

- The back end of this Agreement
- OR
- x% of the wages/week worked

Retainer Amount: \$xx received in maximum 72 hours after the contract is sent to the client, failure to pay the retainer fee within the stipulated period does not guarantee the availability of NCS.

Failure to provide service:

- Prior to the signing of this agreement, NCS shall disclose any potential scheduling difficulties that may occur. This includes any family situations, personal appointments or otherwise. This is agreed upon by the family's needs and desires, that NCS may nurture her family as well as support you in your transition into nurturing your own family.
- The NCS will make every effort to be with the Client at the scheduled times. If she is not able to come due to sickness or other emergencies (including attending another birth as a Birth/Labor NCS if she is on call.) The Client(s) will be informed in advance if there is
- an overlap and the NCS is on call for another family as a Birth/Labor NCS and the NCS will provide support on another day, or provide a backup caregiver for that particular day if possible.
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- In the event of illness or emergency for either party or severe weather, every effort will be made to reschedule postpartum services for a later date or assist you with finding

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another NCS to cover NCS's shift. If any payment has already been made it will be applied to future services

- 24 Hour Cancellation – if you must cancel/reschedule a visit or scheduled call, NCS requires notice no later than 24 hours before the scheduled time, unless there is an emergency situation. Visits/calls canceled less than 24 hours in advance may be forfeited.

Termination of Agreement:

If NCS is terminated for cause, the Clients are not bound to this Agreement. Cause shall include but not be limited to:

- Allowing a minor child safety to be compromised
- Not available for clients on agreed upon dates
- Inconsistent or non-performance of agreed upon job responsibilities.
- Dishonesty to Clients
- Stealing
- Breach of confidentiality provision of this agreement
- Persistent tardiness of more than 15 minutes without valid reason
- Failure to comply with usage of client's property/home
- Smoking or consumption of alcohol while on duty
- Illegal drug use
- Fear of harm or threat

If there is a loss of pregnancy, NCS agrees to return the retainer in full. If Agreement is delayed due to infant medical issues (e.g. hospitalization, severe illness) NCS will make every effort to be available for a delayed start date of Scheduled Shifts. If NCS is not able to accommodate a delay in start, Clients may request a full or partial refund of retainer on a case-by-case basis, to be determined by NCS.

If Clients choose to terminate this Agreement for any reason other than those listed above, liquidated damages shall be charged in the reasonable amount of any unused non-refundable retainer already received pursuant to this Agreement.

If NCS leaves the position due to disrespectful or harmful treatment by the Clients or non-compliance by the Clients to the Agreement terms, liquidated damages shall be charged in the reasonable amount of any unused non-refundable retainer already received pursuant to this Agreement.

Clients agree to disclose any and all health or developmental concerns to NCS as they arise. Failure to do so will be considered a breach of Agreement and NCS may choose to suspend

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services. Liquidated damages shall be charged in the reasonable amount of any unused non-refundable retainer already received pursuant to this Agreement.

Liability:

In entering a contract for NCS with (Provider Name), I/We hereby acknowledge that during the performance period of this contract, services may be provided to me/us in my/our home, in a medical facility, and/or hospital. I/We understand that (Provider Name) role is limited to the description of services outlined in the above-referenced contract, wherever services are provided to me/us.

I/We understand that my/our NCS(s) does not make medical decisions on my/our behalf, to include the decision when to seek medical care at a hospital when support services are provided in my/our home. When services are performed in a medical facility or hospital, I/we acknowledge that (Provider Name) is not responsible for the performance of clinical tasks to include medical decisions regarding the inclusion or exclusion of treatments available to me/us and my/our baby.

Now, therefore, in consideration of the above acknowledgements, I/we (both jointly and separately) on behalf of myself, ourselves, my/our heirs, administrators, personal representatives, executors, and assigns do RELEASE AND FOREVER DISCHARGE (provider name) from all damages or causes of actions, either at law or in equity, which I/we may have or acquire or which may accrue to me/us, my/our heirs, administrators, personal representatives, executors or assigns as a result of using the NCS services of (Provider Name). I/We intend this to be a COMPLETE RELEASE AND DISCHARGE them from all liability whatsoever.

I/We have read all statements contained herein and I/we fully realize that I/we are signing a COMPLETE RELEASE AND BAR to any claims against provider name that I/we have or believe I/we have resulted from our contract for NCS services.

If we have previously agreed upon any changes or addendums to this contract, including but not limited to additional services or changes to the services outlined above, the changes in the terms of the agreement are set forth below:

Miscellaneous:

Notice: All notices, consents, approvals, and waivers made or given in connection with this Agreement must be in writing to be effective. All notices required to be given hereunder or by operation of law in connection with the enforcement hereof shall be deemed given upon delivery if delivered personally (which includes notices delivered by messenger, telecopy, telephone facsimile or courier) or, if delivered by mail, shall be deemed given after being deposited by certified mail in any duly authorized United States mail depository, postage prepaid. All such notices shall be addressed as follows or to such other address or addresses as the parties may from time to time specify in writing delivered as provided in this Section.

I/We have read this contract describing the NCS services and agree to enter into a client-NCS relationship for Postpartum support.

Signatures:

PREGNANT/POSTPARTUM PERSON NAME

PREGNANT/POSTPARTUM PERSON

DATE

ADDRESS

PARTNER

DATE

ADDRESS

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Newborn Care Specialist (NCS)

DATE

ADDRESS

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